CONSTRUCTIVE TRUSTS. — In a recent New York case (*Hutchinson* v. *Hutchinson*, 32 N. Y. Sup. 390), the plaintiff conveyed lands to the defendant, his sister, without consideration, and in reliance on her parol promise to hold in trust for him. Plaintiff brought action for reconveyance, and it was held that the case fell within the Statute of Frauds, and that plaintiff was not entitled to reconveyance. There was no actual fraud other than breach of promise, and the court held that a confidential relation did not exist between plaintiff and defendant. The case is in line with the New York decisions, which have held consistently since *Sturtevant* v. *Sturtevant*, 20 N. Y. 39, that a grantor who conveys on grantee's parol promise to hold in trust for him, can get no redress in case of breach of promise; unless there exist a confidential relation between the parties to the action (*Goldsmith* v. *Goldsmith*, 39 N. E. R. 1067). Fraud would take the case out of the Statute, but the New York Courts require something more than a mere breach of parol promise to reconvey to constitute fraud in a legal sense. (*Wood* v. *Rabe*, 96 N. Y. 414 at 226.) The English doctrine, on the other hand, recently reaffirmed in *Davis* v. *Whitehead* (1894), 2 Ch. Div. 133 (overruling *Leman* v. *Whitley*, 4 Russ. 423), allows the grantor to compel reconveyance, not by way of enforcing the parol agreement of trust, but because it would be fraud on the grantor to allow the grantee to keep what he has obtained without giving the promised consideration, or on the ground perhaps that the grantor is entitled — regardless of any element of fraud — to specific restitution for failure of consideration without more. Possibly the escape from the results of the New York doctrine may be found in a more liberal construction of the term "confidential relations," although there is no present authority for extending its meaning beyond very narrow limits. In any event, it is to be regretted that the New York courts have failed to notice, or at least to discuss failure of consideration as a ground for specific restitution. Specific restitution on this ground is not specific performance; it is built up on a very different theory. That the result arrived at in each case is the same — a decree for conveyance of land deeded on grantee's parol promise to reconvey — is merely fortuitous. The New York courts, however, are strongly committed, by a long line of precedents, to the doctrine of the principal case; and outside of New York, except in a few jurisdictions, notably Indiana (*Giffen* v. *Taylor*, 37 N. E. R. 393), the whole weight of American authority is adverse to the English view. One must be sanguine, then, to hope that the doctrine of specific restitution in cases of this sort will soon find wide acceptance in American courts.

REPORT OF AMERICAN BAR ASSOCIATION FOR 1894. — Probably no other event of the year calls together so brilliant an assemblage of legal talent as the annual meeting of the American Bar Association. The published reports of these gatherings always contain suggestive matter for the lawyer concerned to strengthen the *morale* and raise the standard of the profession, as well as for one interested in a discussion of current legal questions; and this latest volume is particularly rich in material of both kinds.

Prominent in the former class are papers by John F. Dillon on "The True Professional Ideal," and by Wm. A. Keener on "The Inductive Method in Legal Education." Professor Keener's contribution stirred up the old discussion of the comparative merits of the lecture, text-book,